



## NOTICE OF SOLICITATION

SERIAL 00136-RFP

REQUEST FOR PROPOSALS: **AERIAL IMAGING SERVICES**

Notice is hereby given that sealed proposals will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until 2:00 P.M./M.S.T on **AUGUST 25, 2000** for the furnishing of the following for Maricopa County, and the proposals will be opened by the Materials Management Director or their designated representative at an open, public meeting at the above time and place.

All proposals must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked, "**SERIAL 00136-RFP REQUEST FOR PROPOSALS FOR AERIAL IMAGING SERVICES.**"

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protests concerning this request for proposals must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT  
BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS  
MANAGEMENT CENTER

INQUIRIES:

KUNJAN DAYAL  
PROCUREMENT OFFICER  
TELEPHONE: (602) 506-8020

**THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON AUGUST 16, 2000 AT 2:30 P.M. AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 W. LINCOLN ST., PHOENIX, AZ 85003.**

**NOTE:** MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND ARE AVAILABLE FOR VIEWING AND/OR DOWNLOAD AT THE FOLLOWING INTERNET ADDRESS:

**<http://www.maricopa.gov/materials/advbd/bidinfo.asp>**

**IF THIS DOCUMENT WAS DOWNLOADED FROM THE INTERNET, CONTACT PROCUREMENT OFFICER FOR ANY REFERENCED DRAWINGS AND INCLUSION IN MAILING LIST**

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**NO RESPONSE**

Vendors not responding to this proposal are asked to complete this document and return it to Maricopa County Materials Management Department, 320 West Lincoln Street, Phoenix, Arizona 85003-2494.

**MARK OUTSIDE ENVELOPE "SERIAL 00136-RFP"**

Responses must be received **BY 2:00 P.M., AUGUST 25, 2000**. Vendors failing to submit a proposal, or this document may be subject to removal from the Maricopa County Materials Management Vendor List.

**SERIAL 00136-RFP**

**TITLE: AERIAL IMAGING SERVICES**

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PROPOSER NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ CONTACT: \_\_\_\_\_

REASON FOR NO PROPOSAL:

\_\_\_ Insufficient Time

\_\_\_ Do not handle product/service

\_\_\_ Other: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**IMPORTANT**

**PLEASE READ BEFORE SUBMITTING YOUR PROPOSAL**

**D/M/WBE CONTRACT PARTICIPATION**

For this contract a combined D/M/WBE goal of 0 % involvement is established for Disadvantaged, Minority and Women-owned Business Enterprises (D/M/WBE). This goal may be attained singularly or by any combination thereof to create the overall designated percentage involvement goal. Instructions and required forms are included in the Disadvantaged, Minority and Women-owned Business Enterprise Program Contracting Requirements section. The Maricopa County Disadvantaged, Minority and Women-owned Business Enterprise Program, effective January 1, 1992, is incorporated by reference.

The Materials Management Department of Maricopa County will endeavor to ensure in every possible way that Disadvantaged, Minority and Women-owned Business firms shall have every opportunity to participate in providing professional services, purchased goods, and contractual services to the Materials Management Department of Maricopa County without being discriminated against on the grounds of race, religion, sex, age or national origin. The Maricopa County Minority Business Program, effective January 1, 1992, incorporated by reference.

Attachments E, F and G provide detail information and forms to be submitted as part of your PROPOSAL. If no goal has been set the Attachments will be withheld.

## REQUEST FOR PROPOSAL FOR: AERIAL IMAGING SERVICES

### 1.0 **INTENT:**

Maricopa County is requesting proposals from interested consultants for Aerial Imaging Services. The contract will be awarded to ONE consultant only (consultants may partner/subcontract with other consultant provided the partners/subcontractors are clearly identified in the proposal). The award will be made to the consultant whose proposal is found to be most advantageous to the county's interests.

The products provided by the consultant will include aerial photography, digital aerial photography, annual flight photography for the Phoenix metropolitan area and flight photography for Maricopa County (Complete) every three years (please refer to enclosed map for the project limits). In addition, other Aerial Imaging related services may be required and will not be limited to flying, compilation, editing, analytics, digital orthos, semi-rectification, compression, computer services, volumes calculations, GIS consulting, GIS application development, plotting, mounting, surveying, black and white or color scanning, database development and management.

### 2.0 **SCOPE OF WORK:**

#### 2.1 **DATA RESTRICTIONS:**

- 2.1.1 No restriction on data distribution. The County can sell or redistribute the data with no restrictions. The Vendor can sell or redistribute the data with no restrictions.
- 2.1.2 The ownership of the negative will remain with the CONSULTANT, through the term of the contract, including any option years. However, the County reserves the right to obtain copies of certain aerial photographs upon request at cost, which should be specified in the company's bid.

#### 2.2 **AREA COVERAGE:**

- 2.2.1 Aerial photography shall be taken covering a forecasted 3500 square miles of Maricopa County on years one and two of the contract. Approximately 3000 square miles will have a photo scale 1:24000 and 500 square miles will have a photo scale of 1:30000. (As shown in exhibit 3)
- 2.2.2 Year three will cover a forecasted total of 6870 square miles. Approximately 3000 square miles will have a photo scale 1:24000 and 3870 square miles will have a photo scale of 1:30000. (As shown in exhibit 3)
- 2.2.3 All aerial photographing will be done only on clear, cloudless days at a time which will minimize excessive glare or shadow, or, at other periods authorized in writing by the COUNTY. Film used should be of a quality, which provides satisfactory resolution and is conducive to magnification.

#### 2.3 **PHOTO DATES:**

- 2.3.1 For years 1, 2 and 3 all aerial photography for the metro areas (as shown in exhibit 3) should be taken each year on or near December 1st, but no later than January 15th of the following calendar year.
- 2.3.2 For the third year the additional areas (as shown in exhibit 3) must be flown by March 15th of that 3rd year. All aerials should be dated with the actual day the photograph was taken.

- 2.3.3 All aerial photographs which do not meet the quality of accuracy of the specifications, shall be returned to the CONSULTANT at which time the CONSULTANT shall have 30 days to provide the COUNTY with a satisfactory replacement.
- 2.3.4 In the event that weather conditions are such as to prohibit aerial photography, upon written request extensions may be granted by the Assessor if flying conditions were adverse to aerial photography and prevented the completion on the scheduled dates.

**2.4 SCHEDULE FOR DELIVERY:**

For Years 1 and 2 all work shall be completed within 90 calendar days. The calendar days count from the notice to proceed of the first flight date. For the third year all work shall be completed within 150 calendar days. As tiles are completed they should be delivered to the COUNTY.

**2.5 TECHNICAL SPECS:**

The following technical specifications illustrate the specifications by which the County has been operating and accepting digital aerial photography to date. They are to be used as a guideline of what is acceptable to the county in generating the final product. The quality of the final product should be comparable to exhibit 2. Alternative methods that yield similar results are acceptable. Documentation and samples of the results from alternative methodologies shall be submitted to the county for review and approval.

Exhibit 2 is a printed photo at a scale of 1"=50' or 1:600 in a 300 dpi black and white laser printer (FOR A BETTER COPY OF THE SAMPLE, PLEASE CONTACT THE PROCUREMENT OFFICER)

**2.5.1 PHOTO SCALE:**

The photo scale will be such that only one image tile will be derived from a single exposure. A photo scale of 1:24000 is to be used for approximately 775 tiles covering 2x2 miles. A photo scale of 1:30000 is desired for approximately 360 tiles covering 3x3 miles. All photos will be black and white. All photogrammetric processes, products and resultant by-products shall conform to the American Society of Photogrammetry and Remote sensing (ASPRS), "ASPRS Accuracy Standards for Large Scaled Maps" (ASPRS 1990) Class I standards specifications.

**2.5.2 PHOTOGRAMMETRIC SCANNING:**

Each photograph is scanned such that each dot or pixel has a ground resolution of 1'x1'. If a scale of 1:24000 is used for the photos, then they will be scanned at a resolution of 2000 dots per inch (dpi) to generate the ground resolution of 1'x1' pixel. With the same scanner, photos of a scale 1:30000 would generate a ground pixel of 1.25'x1.25'.

**2.5.3 EQUIPMENT:**

The photographs are being taken with a precision metric camera (Zeiss RMK TOP15, Leica RC30 or equivalent. Vendors must specify this in their proposal) equipped with forward motion compensation and gyro stabilized mount.

**2.6 LABEL & TITLING:**

**2.6.1 The cd naming convention should be:**

All Cd's will be labeled to designate township , range , section photo date, and scale.

**2.6.2 The file naming convention should be:**

Townships will be indicated with "T" followed by its corresponding number and north or south indicator. Range will be indicated with "R" followed by its corresponding number and east or West indicator. Section will be indicated with corresponding number 1 through 36. Leading 0's for numbers less than 10 should be included.

Example: T01NR01WS03

**2.7 RECTIFICATION:**

Consultant should provide separate fees for the 3 possible alternative options for the aerial photography. The maximum error in horizontal displacement for the second option would be of  $\pm 50$  feet in rural areas with few features. The maximum error for horizontal displacement under the third option will be  $\pm 5$  feet.

The images will be trimmed to cover a 1 mile by 1 mile area, with at least 100' of overlap. The data will extend to the edge of the image to allow for clean aerial mosaics. All adjacent tiles and all join areas within tiles should edge match.

**2.7.1 OPTION 1: Semi-rectification**

The scanned photography will be warped to a COUNTY supplied street network, USGS 7.5" quadrangles and other existing sources of control. The horizontal datum will be the Arizona State Plane Coordinate System, Central zone, NAD 83, supplied by the COUNTY. As a minimum, 9 points per image will be used for the semi rectification in metro areas and a minimum of 5 points will be used in rural areas. Points in common with adjacent exposures should be used to the greatest extent possible

**2.7.2 OPTION 2: Ortho-rectification to USGS Quads**

The scanned photography will be warped to a COUNTY supplied street network, USGS 7.5" quadrangles and other existing sources of control. The USGS 7.5" DEM's will be used for the terrain model. The horizontal datum will be the Arizona State Plane Coordinate System, Central zone, NAD 83, supplied by the COUNTY. As a minimum, 9 points per image will be used for the semi rectification in metro areas and a minimum of 5 points will be used in rural areas. Points in common with adjacent exposures should be used to the greatest extent possible

**2.7.3 OPTION 3:**

Provide an alternate methodology and fees for producing the orthophotography using stereo photography, Airborne GPS photo control, aerotriangulation and an autocorrelated DTM. The intent is to improve upon the accuracy, which can be achieved using USGS data sets. We expect to achieve a vertical & horizontal accuracy of  $\pm 5$  feet. The resulting DTM should also be delivered as part of this project.

The Flood Control District could provide a DTM for the areas shown on "Exhibit 4". This data set will only be used by the consultant for this project, can not be redistributed and shall be returned to the district upon completion of the project. Accuracy of the DTM varies as shown on "Exhibit 4". Vertical datum for the Flood Control District is NGVD29

**2.8 TONE MATCHING:**

Adjacent images will be tone and contrast matched to give the appearance of a continuous page. At a minimum, each image will be joined with all adjacent images to form a complete township. Entire townships will be color balanced together so that each township shares common histogram characteristics.

Localized adjustments of brightness values will be done to reduce tonal differences between join areas.

**2.9 DIGITAL DELIVERABLES FORMAT:**

Images will be saved as tiff files with corresponding TFW files for geo-referencing and ready to be displayed on the district Arc/Info system. In addition to the tif format, images should be delivered in MrSid format from LizardTech. The MrSid images will be done for the original images, 5' re-sampled images, 20' re-sampled images and 50' re-sampled images. All images will be delivered on CDs. The 20' re-sampled images shall be delivered as entire townships.

**2.10 SAMPLE IMAGERY:**



A sample of an image that meets the specifications described above needs to be submitted and used as a guideline for the quality of the work. A list of references for who you have recently provided similar services is required. The area for the sample imagery is: Township 5N Range 7E sections 29-30-31-32. (Rio Verde Area)

### 3.0 **SPECIAL TERMS & CONDITIONS:**

#### 3.1 CONTRACT LENGTH:

This Request for Proposals is for awarding a firm fixed price contract to cover a **THREE (3)** year period.

#### 3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this agreement up to a maximum of **TWO (2), ONE (1)** year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

#### 3.3 INDEMNIFICATION AND INSURANCE:

##### 3.3.1 INDEMNIFICATION FOR PROFESSIONAL LIABILITY

To the fullest extent permitted by law, the **CONSULTANT** shall indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the **CONSULTANT'S** negligent acts, errors, omissions or mistakes relating to professional services in the performance of this Contract. **CONSULTANT'S** duty to indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any negligent acts, errors, omissions or mistakes, related to professional services in the performance of this Contract including any person for whose negligent acts, errors, omissions or mistakes, the **CONSULTANT** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

##### **For all other hazards, liabilities, and exposures:**

To the fullest extent permitted by law, the **CONSULTANT** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings), relating to, arising out of or resulting from the **CONSULTANT'S** work or services. **CONSULTANT'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONSULTANT**, anyone **CONSULTANT** directly or indirectly employs or anyone for whose acts **CONSULTANT** may be liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

**Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then this duty of indemnification shall extend to all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted therefrom, caused in whole or in part by any negligent acts, errors, or omissions relating to professional work or services in the performance of this Contract by the **CONSULTANT**, or anyone directly employed by the **CONSULTANT** or anyone for whose acts **CONSULTANT** may be liable regardless of whether it is caused by any party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.3.2 **INSURANCE REQUIREMENTS:**

**CONSULTANT**, at **CONSULTANT'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONSULTANT'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

The policies required hereunder, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of the **CONSULTANT'S** work or service.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONSULTANT** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONSULTANT** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONSULTANT** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONSULTANT** from, or be deemed a waiver of, the **COUNTY'S** right to insist on strict fulfillment of **CONSULTANT'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation and Professional Liability, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

- 3.3.3 Commercial General Liability. **CONSULTANT** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. The coverage shall include X,C,U.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, CG 20 10 11 85, and shall include coverage for **CONSULTANT'S** operations and products and completed operations.

- 3.3.4 Automobile Liability. **CONSULTANT** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONSULTANT'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

- 3.3.5 Workers' Compensation. The **CONSULTANT** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONSULTANT'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONSULTANT** will require the Subconsultant to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONSULTANT**.

- 3.3.6 Professional Liability. The **CONSULTANT** retained by the **COUNTY** to provide the work or service required by this Contract shall maintain Professional Liability insurance covering negligent acts, errors, or omissions arising out of the work or services performed by the **CONSULTANT**, or any person employed by the **CONSULTANT**, with a limit of not less than \$1,000,000 each claim.

#### 3.4 CERTIFICATES OF INSURANCE:

Prior to commencing work or services under this Contract, **CONSULTANT** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONSULTANT'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONSULTANT'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

3.5 CANCELLATION AND EXPIRATION NOTICE

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

**3.6 TERMS AND PAYMENT:**

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

**3.7 PROCUREMENT CARD ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card or other procurement card that may be used by the County from time to time, to place and make payment for orders under this Contract. Proposers without this capability may be considered non-responsive and not eligible for award consideration.

**Purchase Card Clarification.**

Maricopa County's Bank of America Purchase Card program is based on the MasterCard charge card. There is no charge from Maricopa County for the program, any costs or charges to the vendor or contractor will be based on the transaction dollar amount and is from the Vendors/contractors servicing Bank. The vendor/contractor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.

The advantages of accepting the purchase card for payment are as follows.

1. The bank pays the vendor/contractor in 48 to 72 hours versus 30 days from Maricopa County.
2. The vendor/contractor does not have to invoice Maricopa County.
3. The vendor/contractor does not have to carry that transaction in their account receivable.

Maricopa County offers this opportunity only to vendors/contractors that are not 1099 reportable to the Internal Revenue Service. Maricopa County will be asking those vendors/contractors that are offered this opportunity to give the County a prompt payment discount.

**3.8 PROMPT PAYMENT DISCOUNT:**

Maricopa County, through its "Purchase Card Process" has initiated changes that are intended to both improve and expedite the purchasing and payment process. In light of these efforts, Proposers are strongly encouraged to offer Maricopa County prompt payment discounts for this service and take into consideration receipt of payment with seventy-two (72) hours from time of payment processing. Discounts offered will be considered in the evaluation price analysis process.

**3.9 INTERNET ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Internet to place orders under this price contract. Proposers without this capability may be considered non-responsive and not eligible for award consideration.

**4.0 CONTRACT TERMS & CONDITIONS:**

**4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:**

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this proposal will be a requirements contract. However, this Contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

**4.2 ESCALATION:**

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

**4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

**4.4 DEFAULT:**

The County may suspend, terminate, or modify this contract immediately upon written notice to the Contractor in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

**4.5 TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Agreement. If the Contract should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, then the County may terminate this Agreement. Prior to termination of this Agreement, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

**4.6 APPROPRIATION CONTINGENCY:**

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

**4.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:**

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

**4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

**4.9 OFFSET FOR DAMAGES:**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.

**4.10 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the PROPOSAL price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.11 ASSIGNMENT OR SUBCONTRACTING:**

Neither this Agreement, nor any portion thereof, may be assigned by Contractor without the written consent of the County first having been obtained. Any attempt by the Contractor to assign or subcontract any performance of this Contract without the written consent of the County shall be null and void and shall constitute a breach of this Contract.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as proposed in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

**4.12 AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

**4.13 CONFORMATION WITH THE LAW:**

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

**4.14 CONTRACT COMPLIANCE MONITORING:**

The Materials Management Department and Using agency(s) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

**4.15 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.



**4.16 ADEQUACY OF RECORDS:**

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**4.17 AUDIT DISALLOWANCES:**

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

**4.18 P.O. CANCELLATION LANGUAGE:**

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc. Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a proposal in response to this solicitation, the Contractor specifically acknowledges to be bound by this cancellation policy.

**4.19 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**4.20 SECURITY AND PRIVACY:**

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized Subcontracts.

**4.21 SEVERABILITY:**

Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

**4.22 VALIDITY:**

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Contract.



**4.23 CONTRACTOR RESPONSIBILITY:**

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his Employees or Subcontractors.

Contractor agrees that all Subcontractors performing work under this Contract shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees of the Contractor, and not employees of Maricopa County.

Contractor acknowledges and agrees that it is liable and responsible for any act or omission by the Contractor, its employees, agents, officers, representatives, and subcontractors occurring in the course of Contractor's performance of this Contract, whether such act or omission occurs on County property or elsewhere. Contractor shall be liable for any loss or damage arising out of or related to Contractor's performance of this contract, Contractor shall bear the above stated liability, even in absence of its own negligence, unless County actions caused the loss or damage (i.e., if regulation, but damage occurs, Contractor is responsible for such damages.) Contractor shall bear the above stated liability, consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by the County to enforce this provision.

**4.24 FAILURE TO PROVIDE SERVICES:**

Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

**4.25 DELIVERY:**

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

**4.26 PRICE REDUCTIONS:**

By submitting a proposal in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, **SIMILAR PRICES MUST BE EXTENDED TO MARICOPA COUNTY** If a notification IS not made of said price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.26.1 Cancel the Contract, if it is currently in effect.

4.26.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.26.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

**4.27 CHANGES:**

The County may require changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Contract. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

**4.28 EMPLOYEE RESPONSIBILITY:**

No responsibility will attach to a county employee for the premature opening of a proposal not properly addressed and identified in accordance with the proposal documents.

5.0 ADMINISTRATIVE INFORMATION:

5.1 INCORPORATION OF PROPOSAL INTO THE CONTRACT:

The contents of this proposal and the selected firm's response Best and Final offer and any negotiated changes are to be incorporated, in total, into the Contract.

5.2 SCHEDULE OF EVENTS:

Request for Proposals Issued: AUGUST 4, 2000

Deadline for submission of proposals, 2:00 P.M., MST on **AUGUST 25, 2000**. All proposals must be received before 2:00 P.M. on above date at Maricopa County Materials Management Department, 320 West Lincoln, Phoenix, Arizona 85003.

Proposed review of proposals: SEPTEMBER 2000

Proposed Proposer presentations: SEPTEMBER 2000

Proposed selection and negotiation: SEPTEMBER 2000

Proposed Best & Final (if required): SEPTEMBER 2000

Proposed award of proposal: SEPTEMBER /OCTOBER 2000

All responses to this proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the proposer by parties other than the County.

5.3 PRE-PROPOSAL CONFERENCE:

**THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON AUGUST 16, 2000 AT 2:30 P.M. AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 W. LINCOLN ST., PHOENIX, AZ 85003.**

5.4 INQUIRIES:

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 WEST LINCOLN  
PHOENIX AZ 85003

All inquiries shall be addressed to:

KUNJAN DAYAL, PROCUREMENT SPECIALIST – Phone (602) 506-8020; Fax: 602-258-1573  
e-mail: [kdayal@mail.maricopa.gov](mailto:kdayal@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

**5.5 PROCUREMENT AUTHORITY:**

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protests concerning this request for proposals must be filed with the Procurement Officer in accordance with Section MCI-905 of the Code.

**5.6 CONFORMANCE TO THE MARICOPA COUNTY PROCUREMENT CODE:**

If any Proposer believes that any aspect of this solicitation is inequitable or impracticable of performance, they will proceed in accordance with the Maricopa County Procurement Code, Section MC1-905, to secure an administrative determination on this point.

**5.7 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:**

By signing and submitting this proposal, the applicant, defined as the primary participant in accordance with 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

The applicant agrees that by submitting this proposal, it will include without modification the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," i.e., with subgrantees or contractors; in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

**5.8 REJECTION OF PROPOSALS:**

Maricopa County reserves the right to reject any, and all, proposals received in response to this RFP as determined to be in the best interests of the County.

**5.9 PROPOSER WITHDRAWAL:**

If, at any time prior to the opening of this proposal a Proposer decides to withdraw its proposal, that Proposer shall give written notice to the Materials Management Director, 320 West Lincoln, Phoenix, Arizona 85003.

**5.10 CHANGE ORDERS:**

Maricopa County may institute changes or modifications to the Scope of Work and will notify all participants by an addendum to this Request for Proposal.

**5.11 CONTRACTOR LICENSE REQUIREMENT:**

The Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local laws, ordinances and regulations which in any manner affect the fulfillment of this contract and shall comply with the same.

**5.12 INCURRING COSTS:**

Maricopa County is not responsible for any costs incurred in preparing this proposal, including the acquisition of supplies and/or personnel until a Contract is awarded by the Maricopa County Board of Supervisors.

**5.13 PUBLIC RECORD:**

All information submitted relating to this Bid, except for proprietary information, shall become part of the public record, in accordance with the Maricopa County Procurement Code, Section MC1-405.

**5.14 PROPRIETARY INFORMATION:**

Proprietary information submitted by a Proposer for this proposal shall remain confidential as permitted by law or regulation.

**5.15 D/M/WBE PARTICIPATION:**

Proposers submitting a PROPOSAL are encouraged to solicit D/M/WBE participation on this Contract. A list of certified D/M/WBE enterprises may be obtained by contacting Maricopa County Materials Management Department (Walt Weglarz, Lead Procurement Specialist at (602) 506-3312). Please indicate in your PROPOSAL response D/M/WBE areas of involvement for monitoring purposes.

**5.16 REFERENCES:**

Proposers must provide at least five (5) reference accounts to whom they are presently providing this service. Included must be name of government or company, individual to contact, phone number and address. Preference in awarding this Contract may be given to Contractors furnishing government accounts similar in size to Maricopa County.

**5.17 CONTRACT REPRESENTATIVES:**

Any changes in the method or nature of work to be performed under this Contract must be processed by the County through the Contractor's Contracts Manager. Upon the execution of this Contract, the County will name its representative who will be legally authorized to obligate the County under this Contract.

**5.18 FACILITIES:**

During the course of this Contract, the County shall provide the Contractor's personnel with adequate work space for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

**5.19 CONTRACT ADMINISTRATION:**

To help insure contract compliance, a contract administration process will be an integral part of this Contract. County employees will be assigned as contract monitors for key locations throughout the County. Materials Management, Facilities Management and the user organizations will utilize the procedure. The successful Proposer will be made aware of the findings from the process and participate



in the post award meeting. This contract administration process is an audit and feedback system and will be in addition to any of the other policies and procedures contained herein. The Contract Administration Process is a total quality management tool that empowers the hands-on users to monitor and assure contract compliance. The Proposers should know in the proposal process that the successful Proposer will be closely monitored for contract compliance. No additional cost is anticipated to be incurred by the successful Proposer by the presence of the contract administration process as long as contract compliance is maintained. Except for the more formalized feedback of findings, the normal Proposer/user relationship will exist when within compliance and the contract administration process should be transparent.

**5.20 NON-DISCRIMINATION:**

The Contractor in the performance of this Contract will not discriminate against any employee for employment based on race, religion, sex, national origin or disability.

**5.21 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) REQUIRED:**

Contractor understands and acknowledges the applicability of the IRCA. Contractor agrees to comply with the IRCA in performing under this Agreement and to permit County inspection of personnel records to verify such compliance.

**5.22 COVENANT AGAINST CONTINGENT FEES:**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach of violation of this warranty, the County shall have the right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**5.23 NON-COLLUSION:**

The Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competition in conjunction with this proposal.

**5.24 FINANCIAL STATUS:**

All Proposers shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a proposal, and/or to declare a Proposer non-responsive and/or non-responsible, as those terms are defined in the Maricopa County Procurement Code.

If a Proposer is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, the Proposer must provide the County with that information as part of its proposal. The County may consider that information during evaluation of the proposal. The County reserves the right to take any action available to it if it discovers a failure to provide such information to the County is a proposal, including, but not limited to, determination that the Proposer should be declared non-responsive and/or non-responsive, and suspension or debarment of the Proposer, as those terms are defined in the Maricopa County Procurement Code.

By submitting a proposal in response to this solicitation, the Proposer agrees that, if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, the Proposer will immediately provide the County with a written notice to that effect, and will provide the County with any relevant information it requests to determine whether the Proposer will meet its obligations to the County.

**5.25 PROMPT PAYMENT DISCOUNT:**

Maricopa County, through its "Continuous Improvement Initiatives" has identified Proposer Payment as a process requiring attention and improvement. Maricopa County has initiated changes in this area which are intended to both improve and expedite this process. In light of these efforts, Proposers are strongly encouraged to offer Maricopa County Cash Discounts for Prompt Payment Terms. Invoices reflecting such Cash Discounts will be processed with the highest priority.

**5.26 PROCUREMENT CARD CAPABILITY:**

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card to place and make payment for orders under this Contract. Proposers without these capabilities [may/shall] be considered non-responsive and not eligible for award consideration.

**5.27 REGISTRATION:**

Proposers are required to be registered with Maricopa County prior to receiving an award for any County Business. Failure to comply with this requirement may cause your proposal to be declared non-responsive. Registration Forms are available from the Department of Materials Management, 320 West Lincoln Street, Phoenix, Arizona 85003 or by calling (602) 506-3244.

**5.28 ADDITIONAL COSTS:**

Any Proposer who causes the county to incur additional costs to review and verify invoices due to Proposer submitting incorrect data. (E.G. Quotes and equipment and software, invoices etc.) will be charged for Maricopa County's costs to review and correct such erroneous billings.

**5.29 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs):**

Maricopa County currently has ICPAs with numerous governmental units throughout the State of Arizona. These agreements allow these entities, with the approval of the Contract Proposers, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on the pricing page of this contract your acceptance or rejection regarding such participation. Your response will not be considered as an evaluation factor in awarding this Contract.

**5.30 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:**

Proposers are to provide one (1) original (labeled) Eight (8) copies of their proposal. **Proposers are to address proposals identified with serial number, title and return address to Maricopa County, Department of Materials Management, Serial 00136-RFP, 320 West Lincoln, Phoenix, Arizona 85003.** Proposals must be signed by a corporate official who has been authorized to make such commitments. Instructions to Proposers, Paragraph 1, is modified to read: All prices shall be held firm for a period of one hundred twenty (120) days after the RFP closing date.

**5.31 EXCEPTIONS TO THE SOLICITATION:**

The Contractor will identify and list all exceptions taken to all sections of 00136-RFP and list these exceptions referencing the section (paragraph) where the exception exists and then identify the

exceptions and the proposed wording for the contractors exception. The Contractor will list these exceptions in the Best and Final Proposal under the heading "Exception to the PROPOSAL Solicitation, SERIAL00136-RFP". Exceptions that surface elsewhere and that do not also appear under the heading "Exception to the PROPOSAL Solicitation, SERIAL00136-RFP", shall be considered invalid and void and of no contractual significance.

The County reserves the right to reject, render the proposal non-responsive, enter into negotiation on any of the contractor exceptions, or accept them outright.

**5.32 GENERAL CONTENT:**

The Proposal submitted should be specific and complete in every detail. It should be practical and should be prepared simply and economically, providing a straight forward, concise delineation of capabilities to satisfactorily perform the Contract being sought.

The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary to accomplish the program.

**5.33 FORMAT AND CONTENT:**

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as below :

5.33.1 Letter of Transmittal (Exhibit 1)

5.33.2 Table of Contents

5.33.3 Short introduction and summary - This section shall contain an outline of the general approach utilized in the proposal.

5.33.4 Proposal - Your proposal should contain a statement of all the programs and services proposed including conclusions and generalized recommendations. Proposals should be all inclusive detailing your best offer. Additional related services should be incorporated into the proposal if applicable.

Your proposal should explain in detail the methodology that will be used for each of the 3 alternative products:

OPTION1 : Semirectification,

OPTION 2: Ortho rectification to USGS Quads

OPTION 3: Ortho rectification using Airborne GPS and stereo photography

**NOTE:** You can submit under each of these 3 options alternative procedures or methodologies that would render similar results. This would be in the event that your company does not want to follow the guidelines outlined under TECHNICAL SPECIFICATIONS & RECTIFICATION.

For each of the above-mentioned options a digital and printed sample of the results shall be included. The area selected for the samples is Township 5N Range 7E sections 29-30-31-32. (Rio Verde Area). These samples will be reviewed for horizontal accuracy, resolution, toning and contrast. These samples will be used as quality control for future deliverables. Only digital aerials of comparable or equivalent quality to the submitted sample will be accepted during product delivery.

For each of the above-mentioned options a detailed schedule of delivery for the different years shall be attached. The county will be very rigorous in the enforcement of delivery dates since it is critical for the COUNTY to receive these products in time.

5.33.5 On occasion the COUNTY may require additional sections that are not included on exhibit 3. In this event, please explain the costing scheme and time for delivery for the expanded area. Areas to be added might be outside the County limits, but will be adjacent to Maricopa county. Areas might include the national forest.

5.33.6 Personal Qualifications - Support personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience and an estimate of the time each would devote to this program, and other pertinent information.

Provide brief resumes of the personnel who will actually produce the work, along with a proposed list of equipment, which will be used to perform each task. Include aerial camera, film processing equipment, contract printer, scanning hardware and software and semi-rectification hardware and software.

5.33.7 Your proposal shall include the procedure to follow for aerial photography that is rejected because of quality control problems. Your proposal shall include the time for rework and redelivery of the images. Also please include a NOT TO EXCEED percent of the work that you would expect to be rejected for quality control purposes. The COUNTY will enforce this clause.

5.33.8 Other data

5.33.9 Pricing (Attachment A)

5.33.10 Proposal exceptions

5.33.11 Agreement (Attachment B)

5.33.12 References (Attachment C)

5.33.13 Vendor Information (Attachment D)

**5.34 GENERAL EVALUATION:**

The following guidelines will be used in analyzing and evaluating this Proposal. Although price will be a factor in Proposal evaluation, it is specifically a consideration of secondary importance to the needs identified in the Proposal. The County reserves the right to accept other than the lowest price Proposal.

Proposals will be evaluated by a committee composed of various Maricopa County departments and others. Requests for presentations or clarification of portions of the Proposals may be considered. A summary evaluation will be prepared by this committee with an objective ranking of the Proposals.

**5.35 AWARD OF CONTRACT:**

Contracts awarded pursuant to the provisions of this section will not be solely on price, but will include and be limited to evaluation criteria listed in the Proposal. The Contract will be awarded by the Board of Supervisors to a qualified firm at compensation determined to be fair and reasonable considering budgetary limitations, scope, complexity and the nature of goods and/or services. The Proposal may be awarded in whole, by section, or geographic area as required.

**5.36 COMPETITIVE NEGOTIATION:**

At the County's option, proposing firms may be invited to make presentations to the Evaluation Committee. Negotiations may be conducted, as needed, with the highest rated Proposer.

**5.37 BASIC EVALUATION PROCEDURE:**

- Step 1 Review of all Proposals to conformance of this RFP.
- Step 2 The elimination of all Proposals which deviate substantially from the basic intent of the Proposal.
- Step 3 An assessment of the remaining proposers. This assessment will also include a review of the Proposer personnel capability and the previous experience of each Proposer.
- Step 4 Verification of Proposer references.
- Step 5 Oral presentations to supplement the Proposal, for the purpose of clarification, may be required of selected Proposers. The time and place for oral presentations will be announced at a later date, if such a presentation is required.
- Step 6 Evaluation of costs to Maricopa County.
- Step 7 Capability of the Proposer to participate in this particular program, including eligibility based on the Proposer's financial stability and viability.
- Step 8 Tabulation and recommendation of potential Proposer.

**5.38 EVALUATION OF PROPOSAL: SELECTION FACTORS**

A Proposal Analysis Committee shall be appointed, chaired by the Materials Management Department to evaluate each Proposal and prepare a scoring of each Proposal to the responses as solicited in the original request:

- 5.38.1 Quality and completeness of Proposal (including quality of sample)
- 5.38.2 Cost of goods, services and/or materials.
- 5.38.3 Delivery Schedule
- 5.38.4 Approach and methodology.
- 5.38.5 Proven skills and technical competence.

**5.39 POST AWARD MEETING:**

The successful Contractor(s) may be required to attend a Post-Award Meeting with the using agency for discussion of the terms and conditions of this Contract. This meeting will be coordinated by the procurement officer of this Contract.

**NOTE: PROPOSERS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PRICING**

**ATTACHMENT A**

**PRICING**

SERIAL 00136-RFP  
PRICING SHEET S072205/B0602625

BIDDER NAME: \_\_\_\_\_  
F.I.D./VENDOR #: \_\_\_\_\_  
BIDDER ADDRESS: \_\_\_\_\_  
P.O. ADDRESS: \_\_\_\_\_  
BIDDER PHONE #: \_\_\_\_\_  
BIDDER FAX #: \_\_\_\_\_  
COMPANY WEB SITE: \_\_\_\_\_  
COMPANY CONTACT (REP): \_\_\_\_\_  
E-MAIL ADDRESS (REP): \_\_\_\_\_

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: \_\_\_\_ YES \_\_\_\_ NO

ACCEPT PROCUREMENT CARD: \_\_\_\_ YES \_\_\_\_ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: \_\_\_\_ YES \_\_\_\_ NO \_\_\_\_ % REBATE  
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: \_\_\_\_ YES \_\_\_\_ NO \_\_\_\_ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: \_\_\_\_ YES \_\_\_\_ NO

PAYMENT TERMS: \_\_\_\_\_% \_\_\_\_\_ DAYS, OR \_\_\_\_\_

**PRICING:**

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

# ATTACHMENT A

## PRICING

ITEM DESCRIPTION	UNIT PRICE	UNITS
1.0 SEMIRECTIFIED AERIAL PHOTOGRAPHY (OPTION 1)		PER/SQ MILE
2.0 ORTHO RECTIFICATION TO USGS QUADS (OPTION 2)		PER/SQ MILE
3.0 ORTHO RECTIFICATION USING AIRBORNE GPS & STEREO PHOTOGRAPHY (OPTION 3)		PER/SQ MILE
<b>4.0 SCANNING/BLACK &amp; WHITE:</b>		
A. 150 - 1,000 DPI		PER/SCAN
B. 1,001 - 1,500 DPI		PER/SCAN
C. 1,501 - 2,000 DPI		PER/SCAN
D. 2,001 - 3,000 DPI		PER/SCAN
<b>5.0 SCANNING/COLOR:</b>		
A. 150 - 1,000 DPI		PER/SCAN
B. 1,001 - 1,500 DPI		PER/SCAN
C. 1,501 - 2,000 DPI		PER/SCAN
D. 2,001 - 3,000 DPI		PER/SCAN
<b>6.0 AERIAL PHOTOGRAPHY (ASSESSOR SPECIFIC)</b>		
A. PRINTED AERIAL PHOTO, 1" = 400' 33" X 30"		PER/EACH
B. PRINTED AERIAL PHOTO, 1" = 600' 24" X 20"		PER/EACH
C. PRINTED AERIAL PHOTO, 1" = 1200' 24" X 20"		PER/EACH
<b>7.0 PLEASE PROVIDE ANY ADDITIONAL SERVICE(S) PRICING AND VOLUME/QUANTITY DISCOUNT PRICING BELOW:</b>		

ATTACHMENT B

**AGREEMENT**

The Proposers hereby certify that they have read, understand, and agree that acceptance by Maricopa County of the Proposer's offer by the issuance of a purchase order or contract will create a binding contract. Further, they agree to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

=====

MINORITY BUSINESS/SMALL BUSINESS (check appropriate item):

- \_\_\_\_\_ Disadvantaged Business Enterprise (DBE)
- \_\_\_\_\_ Women Business Enterprise (WBE)
- \_\_\_\_\_ Minority Business Enterprise (MBE)
- \_\_\_\_\_ Small Business Enterprise (SBE)

=====

\_\_\_\_\_  
FIRM SUBMITTING PROPOSAL

\_\_\_\_\_  
FEDERAL TAX ID NUMBER

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE      FAX #

\_\_\_\_\_  
CITY      STATE      ZIP CODE

\_\_\_\_\_  
DATE

MARICOPA COUNTY, ARIZONA

E-MAIL ADDRESS:\_\_\_\_\_

BY: \_\_\_\_\_  
DIRECTOR, MATERIALS MANAGEMENT

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

ATTESTED

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

APPROVED AS TO FORM



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MARICOPA COUNTY ATTORNEY

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DATE

ATTACHMENT C

**PROPOSER REFERENCES**

**FIRM SUBMITTING PROPOSAL:** \_\_\_\_\_

1.	COMPANY NAME:	_____
	ADDRESS:	_____
	CONTACT PERSON:	_____
	TELEPHONE:	(       ) _____
2.	COMPANY NAME:	_____
	ADDRESS:	_____
	CONTACT PERSON:	_____
	TELEPHONE:	(       ) _____
3.	COMPANY NAME:	_____
	ADDRESS:	_____
	CONTACT PERSON:	_____
	TELEPHONE:	(       ) _____
4.	COMPANY NAME:	_____
	ADDRESS:	_____
	CONTACT PERSON:	_____
	TELEPHONE:	(       ) _____
5.	COMPANY NAME:	_____
	ADDRESS:	_____
	CONTACT PERSON:	_____
	TELEPHONE:	(       ) _____

ATTACHMENT D

VENDOR INFORMATION

**IN OUR CONTINUING EFFORT TO INSURE THAT OUR VENDOR REGISTRATION SYSTEM IS CORRECT, PLEASE FURNISH THE FOLLOWING INFORMATION:**

LEGAL NAME OF ORGANIZATION/INDIVIDUAL: \_\_\_\_\_

DOING BUSINESS AS (IF APPLICABLE): \_\_\_\_\_

FEDERAL TAX ID NUMBER: \_\_\_\_\_ MARICOPA COUNTY VENDOR NUMBER: \_\_\_\_\_

CORPORATE ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

WEB SITE ADDRESS: \_\_\_\_\_

NAME OF CONTACT PERSON: \_\_\_\_\_

ADDITIONAL ADDRESS FOR: \_\_\_\_\_ P.O. \_\_\_\_\_ ACCTS RECEIVABLE \_\_\_\_\_ SOLICITATIONS \_\_\_\_\_

\_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME OF CONTACT PERSON: \_\_\_\_\_

ADDITIONAL ADDRESS FOR: \_\_\_\_\_ P.O. \_\_\_\_\_ ACCTS RECEIVABLE \_\_\_\_\_ SOLICITATIONS \_\_\_\_\_

\_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME OF CONTACT PERSON: \_\_\_\_\_

ADDITIONAL ADDRESS FOR: \_\_\_\_\_ P.O. \_\_\_\_\_ ACCTS RECEIVABLE \_\_\_\_\_ SOLICITATIONS \_\_\_\_\_

\_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME OF CONTACT PERSON: \_\_\_\_\_

**NOTE: NO PREFERENCE IN AWARDING CONTRACTS IS GIVEN TO VENDORS REGISTERED WITH MARICOPA COUNTY DEPARTMENT OF MATERIALS MANAGEMENT, HOWEVER, YOU MUST REGISTER AS A VENDOR IF AWARDED A CONTRACT IN ORDER TO FULFILL THE CONTRACTUAL REQUIREMENTS. CONTACT MATERIALS MANAGEMENT AT (602) 506-8718 FOR VENDOR REGISTRATION PACKET.**

I HEREBY CERTIFY THAT:

1. I AM AN OFFICER OF THIS ORGANIZATION OR AM DULY AUTHORIZED TO CERTIFY THE INFORMATION REQUESTED HEREIN.
2. TO THE BEST OF MY KNOWLEDGE, THE ELEMENTS OF THE INFORMATION PROVIDED HERIN ARE ACCURATE AND TRUE AS OF THIS DATE.
3. MY ORGANIZATION SHALL COMPLY WITH ALL STATE STATUTES AND FEDERAL EQUAL OPPORTUNITY AND NON-DISCRIMINATION REQUIREMENTS AND CONDITIONNS OF EMPLOYMENT IN ACCORDANCE WITH A.R.S. TITLE 41, CHAPTER 9, ARTICLE 4 AND EXECUTIVE ORDER NUMBER 75-5 DATED APRIL 28, 1975.
4. MY ORGANIZATION SHALL COMPLY WITH ALL TERMS AND CONDITIONS OF SOLICITATIONS AND CONTRACTUAL DOCUMENTS, REGULATIONS AND LAWS, AND POLICIES AND PROCEDURES SET FORTH IN THE MARICOPA COUNTY PROCUREMENT CODE APPLICABLE TO THE TYPE OF PROCUREMENT (SERVICE OR COMMODITY).

\_\_\_\_\_  
PRINTED OR TYPED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**EXHIBIT 1**

**LETTER OF TRANSMITTAL**

(to be typed on the letterhead of vendor)

Maricopa County Department of Materials Management  
320 West Lincoln,  
Phoenix, Arizona 85003

Re: RFP Number - 00136

Gentlemen:

The undersigned, \_\_\_\_\_ (herein referred to as the "Vendor"), hereby submits its response to your Request for Proposal dated \_\_\_\_\_, and agrees to supply and furnish to you, all in accordance with the terms and specifications and conditions that are detailed in said Request for Proposal as set forth in the attachment hereto.

Vendor hereby acknowledges and recognizes that if this proposal is accepted by Maricopa County, such acceptance will form a contract, and that vendor shall thereupon be contractually obligated to carry out its responsibilities respecting the services hereinabove described. Further, vendor recognizes that failure to furnish such goods and services will result in liability to Maricopa County as specified in the aforementioned Request for Proposal.

Kindly advise this in writing on or before \_\_\_\_\_ if you should desire to accept this proposal.

Very truly yours,

\_\_\_\_\_

## **EXHIBIT 2**



EXHIBIT 2.pdf

NOTE: VENDORS MUST CONTACT THE PROCUREMENT OFFICER FOR A HARD COPY OF THIS EXHIBIT.

## **EXHIBIT – 3**



EXHIBIT 3.pdf

NOTE: VENDORS MUST CONTACT THE PROCUREMENT OFFICER FOR A HARD COPY OF THIS EXHIBIT.

**EXHIBIT-4**



EXHIBIT 4.pdf

NOTE: VENDORS MUST CONTACT THE PROCUREMENT OFFICER FOR A HARD COPY OF THIS EXHIBIT.